

Exhibit S



FINRA ARBITRATION Submission Agreement

In the Matter of the Arbitration Between

Name(s) of Claimant(s)

Name(s) of Respondent(s)

1. The undersigned parties ("parties") hereby submit the present matter in controversy, as set forth in the attached statement of claim, answers, and all related cross claims, counterclaims and/or third-party claims which may be asserted, to arbitration in accordance with the FINRA By-Laws, Rules, and Code of Arbitration Procedure ("Code").

2. The parties agree that the term "member," as defined in the FINRA Code of Arbitration Procedure shall include Investment Adviser and the term "associated person" shall include an employee of an Investment Adviser, except that member surcharge and process fees will be paid as outlined below.

3. The parties agree that member surcharge and process fees (as outlined in Code Rules 12901/13901 and 12903/13903) will be paid as follows:

_____ will pay _____ % of member surcharge and process fees: _____;

_____ will pay _____ % of member surcharge and process fees. The parties agree to pay all member surcharge and processing fees prior to service of the statement of claim. FINRA, in its discretion, may decline to accept a case involving an Investment Adviser or an employee of an Investment Adviser that has failed to pay any arbitration or mediation fees owed to FINRA.

4. The parties hereby acknowledge that FINRA cannot process expungement requests relating to information maintained in the Investment Adviser Registration Depository (IARD). Therefore, the parties agree that they will not make expungement requests relating to information maintained in the IARD in this matter.

5. The parties hereby state that they or their representative(s) have read the procedures and rules of FINRA relating to arbitration, and the parties agree to be bound by these procedures and rules.

6. The parties agree that in the event a hearing is necessary, such hearing shall be held at a time and place as may be designated by the Director of Arbitration or the arbitrator(s). The parties further agree and understand that the arbitration will be conducted in accordance with the FINRA Code of Arbitration Procedure.

7. The parties agree to abide by and perform any award(s) rendered pursuant to this Submission Agreement. The parties further agree that a judgment and any interest due thereon, may be entered upon such award(s) and, for these purposes, the parties hereby voluntarily consent to submit to the jurisdiction of any court of competent jurisdiction which may properly enter such judgment.

8. The parties acknowledge that FINRA cannot enforce awards entered against an Investment Adviser that is not registered with FINRA or an employee of an Investment Adviser that is not registered with FINRA. FINRA, in its discretion, may decline to accept a case involving an Investment Adviser or an employee of an Investment Adviser that has failed to timely pay an arbitration award or a related settlement as outlined in Code Rules IM-12000 (d) and (e) and IM-13000 (d) and (e).

9. The parties agree that neither FINRA nor any arbitrator shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with an arbitration administered by FINRA under this Submission Agreement.

10. The parties acknowledge that FINRA will make the final award publicly available in accordance with Code Rules 12904 and 13904.

11. The parties hereto have signed and acknowledged the foregoing Submission Agreement.

Claimant's Name (please print)

Claimant's Signature Date
State Capacity if other than individual (e.g., executor, trustee, corporate officer)

Respondent's Name (please print)

Respondent's Signature Date
State Capacity if other than individual (e.g., executor, trustee, corporate officer)